

pay the Roses one-third (1/3) of the Trustee's cash on hand, less three percent (3%) "on the earlier of: (i) the date on which the Trustee sells the real property known as 18 Garden Street, Hartford, Connecticut and/or tangible personal property that is subject to the security interest of Robert and Martha Rose in accordance with the terms of the aforesaid Stipulation, or (ii) if there be no such sale, January 15, 1992 or such later date as may be agreed upon by the parties."

7. The Trustee failed to sell the aforementioned real property and/or personal property of the debtor by January 15, 1992.

8. With the acquiescence of the Roses, the Trustee retained possession of the aforementioned property and continued to attempt to sell it until October 16, 1992 when possession of the property was transferred to the Roses.

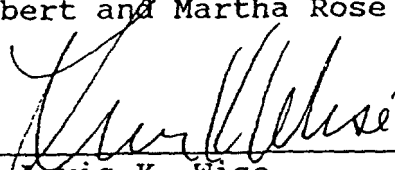
9. The Roses have demanded that the Trustee pay them one-third (1/3) of the Trustee's cash on hand as of October 16, 1992, but the Trustee has refused to make such payment.

10. The Trustee's refusal to pay the Roses one-third (1/3) of the cash on hand as of October 16, 1992 violates this Court's Order approving the compromise of the Roses' claim.

11. The Roses request an order compelling the Trustee to pay them forthwith one-third (1/3) of the Trustee's cash on hand as of October 16, 1992 pursuant to this Court's order dated January 23, 1992.

Respectfully submitted,  
Robert and Martha Rose

By

  
Lewis K. Wise

Rogin, Nassau, Caplan, Lassman  
& Hirtle

CityPlace I, 22nd Floor  
Hartford, CT 06103-3460  
(203) 278-7480  
Their Attorneys

**Attachment B**

Lease

LEASE

THIS LEASE, made and entered into this \_\_\_\_ day of October, 1986 by and between ASTROLINE COMPANY, a Massachusetts limited partnership with an office at 231 John Street, Reading, Massachusetts (hereinafter called "LESSOR") and \_\_\_\_\_, Astroline Communications Company Limited Partnership having an office at 18 Garden Street, Hartford, Connecticut (hereinafter called "LESSEE").

WITNESSETH

I  
DESCRIPTION OF PREMISES

The LESSOR hereby leases to LESSEE and warrants that it has the right to lease for the term hereof, and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, all that certain piece or parcel of land, with the improvements thereon, situated in the Towns of Avon and West Hartford, County of Hartford, and State of Connecticut as more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "demised premises"). The Lessee, upon payment of the rent hereinafter specified and upon the performance of each and every term and condition of this Lease, shall have the right during the lease term to peaceably and quietly enjoy the demised premises.

II  
TERM

The term of this Lease shall be for three (3) years, and shall commence from the date of this Lease and be automatically renewed for one (1) year periods thereafter unless terminated by ninety (90) days written notice by either party.

III  
RENT

LESSEE shall pay rent at the rate of TEN (\$10.00) DOLLARS per year payable on the first day of November 1986 and every twelve months thereafter.

IV  
BUSINESS OF LESSEE

LESSEE shall within \_\_\_\_ year of the date of this lease construct, operate and maintain, at its expense, a television

broadcasting tower and the facilities necessary and appurtenant thereto upon a portion of the demised property for the nonexclusive benefit of a television station bearing the call letters WHCT and/or its successor stations.

## V

## PURCHASE OPTION

LESSEE shall have the option during the term of this lease or any renewal thereunder to purchase the demised premises and all improvements situated thereon at a price based on the fair market value of the property. LESSEE must give the LESSOR sixty (60) days written notice of its intention to exercise this option. The fair market value shall be determined by an independent appraisal by a qualified individual or firm to be agreed to by the parties.

## VI

## MORTGAGE RECOGNITION

LESSEE agrees to subordinate its right hereunder to the lien of any mortgage, deed or trust or other encumbrance (including but not limited to the lien of a Settlement Agreement by and between LESSEE and Victoria Konover and Michael Konover recorded in volume 168 at page 752 of the Avon Land Records and the lien of the terms, conditions and restrictions contained in a Special Exception Approval from the Town of Avon to LESSEE granted on November 19, 1986 and recorded in Volume 165 at Page 704 of the Avon Land Records) which may now or hereafter affect the demised premises and LESSEE shall upon demand, promptly execute and deliver to LESSOR any instrument which may be necessary to effectuate such subordination.

## VII

## ASSIGNMENT AND SUBLETTING

LESSEE shall not assign this Lease, nor any interest therein, without first obtaining the written consent of LESSOR, which consent shall not be unreasonably withheld.

## VIII

## TAXES, ASSESSMENTS, AND UTILITIES

LESSEE shall pay all municipal taxes assessed against the premises.

LESSEE further covenants and agrees to pay for all water, gas, power, electric current, and all other utilities served to the demised premises during the term hereof.

IX  
REPAIRS AND MAINTENANCE OF THE PROPERTY

LESSEE shall, at its own cost and expense, maintain and repair the demised premises.

X  
LIABILITY INSURANCE

The LESSEE agrees to take out public liability insurance covering the demised premises. The LESSEE agrees to maintain the same at LESSEE's sole cost and expense in full force and effect during the entire term of this Lease. LESSOR shall be named as an additional insured under said policies of insurance. The LESSEE may, at its option, bring its obligations to insure under any so-called blanket policy or policies of insurance; provided, however, that the interests of LESSOR shall be as fully protected thereby as if LESSEE obtained individual policies of insurance. LESSOR may, but is not obligated to, pay any such premiums with respect to such policy and LESSEE hereby agrees to repay and reimburse LESSOR upon demand for or an account of any such payment made by LESSOR.

XI  
HAZARD INSURANCE

From and after the date LESSEE commences to pay rent, LESSOR will, at LESSOR's own cost and expense, carry and maintain fire insurance with extended coverage endorsement upon the demised premises. Said policy shall contain a so called "standard mortgagee clause" in favor of the LESSEE. Failure to maintain such policy during the term of the lease shall be a default hereunder. LESSEE may, but is not obligated to, pay any such premiums with respect to such policy and LESSOR hereby agrees to repay and reimburse LESSEE upon demand for or on account of any such payment made by LESSOR.

XII  
REMEDIES ON DEFAULT

In the event of any breach of this Lease by LESSEE, which shall not have been cured within thirty (30) days after written notice has been posted by LESSOR, then, LESSOR, besides other rights or remedies it may have, shall have the immediate right of reentry. Should LESSOR elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, relet said premises or any part thereof for the account of LESSEE, for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its own discretion may deem advisable. Rentals received from such letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; second, to the payment of rent due and unpaid hereunder; the LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly and shall bear interest at the rate of six (6%) percent.

XIII  
CONDEMNATION

If any part of the demised premises shall be taken or condemned for a public or quasi-public use (or any transfer is made in lieu thereof), and a part thereof remains which is suitable for the use contemplated hereunder, this Lease shall, as to the part so taken, terminate as of the date title shall be taken by the condemnor and the rent payable hereunder shall be adjusted so that the LESSEE shall be required to pay for the remainder of the term only such portion of such rental as the value of the part remaining after the condemnation bears to the whole of the demised premises as of the date of condemnation. If all of the demised premises to be taken or condemned, or so much thereof that the use by LESSEE shall be substantially impaired, the LESSEE may thereupon terminate this Lease. All compensation awarded upon any such condemnation or taking shall go to the LESSOR, provided, however, that any awards for relocation or leasehold improvements shall go to LESSEE.

XIV  
CHANGES AND ALTERATIONS

LESSEE shall have the right, at its expense, to redecorate and make such structural and nonstructural alterations and changes to the demised premises as it shall deem expedient to necessary for its purpose.

XV  
NOTICE OF DEMANDS

Any notices or demands required or permitted by law, or any provision of this Lease, shall be in writing, and if the same is to be served upon LESSOR, may be personally delivered to LESSOR, or may be deposited in the United States mail, registered or certified, with return receipt requested, postage prepaid, and addressed to LESSOR at 231 John Street, Reading, Massachusetts 01867 or at such other address as LESSOR may designate in writing.

Any such notice or demand to be served upon LESSEE shall be in writing and shall be deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and addressed to LESSEE at 18 Garden Street, Hartford, Connecticut.

XVI  
NO BROKER

The parties hereto warrant and represent each to the other that no Broker was involved in obtaining this Lease arrangement, and the LESSEE agrees to hold the LESSOR harmless for any and all claims for brokerage arising from actions of the LESSEE.

In Witness Whereof, the parties hereunto have set their hands and seals in four original copies, the day and year first written above.

LESSOR:

ASTROLINE COMPANY, a  
Massachusetts Limited  
Partnership



BOOK 207 - PAGE 539

-6-

By \_\_\_\_\_  
Fred J. Boling  
Its General Partner

LESSEE:


ASTROLINE COMMUNICAITONS  
COMPANY LIMITED PARTNERSHIP

By \_\_\_\_\_  
Richard P. Ramirez  
Its General Partner

BY   
Fred J. Bolling  
its General Partner

LESSEE:

ASTROLINE COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP

BY   
Richard P. Ramler  
its General Partner

BOOK 207-PAGE 541  
SCHEDULE B

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B" and "C" on a certain map or survey entitled: "Map showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut Scale 1" = 200', February 1987, Prepared by Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

## FOURTEENTH AMENDMENT OF LEASE

THIS FOURTEENTH AMENDMENT OF LEASE, made and entered as of the 22nd day of March, 1991 by and between ASTROLINE CONNECTICUT, INC. a Connecticut corporation ("Lessor"), and ASTROLINE COMMUNICATIONS COMPANY LIMITED PARTNERSHIP, a Massachusetts limited partnership with an office in Hartford, Connecticut ("Lessee").

## W I T N E S S E T H

WHEREAS, Lessee and Astroline Company, a Massachusetts limited partnership with an office in Reading, Massachusetts ("AC"), entered into a lease dated October 1986 (the "Lease") for that certain parcel of real property more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, AC deeded said property to Lessor by that certain Warranty Deed dated April 2, 1987, and assigned the Lease to Lessor by Assignment of Lease dated April 2, 1987; and

WHEREAS, the parties hereto amended the Lease by an "Amendment of Lease" dated as of June 30, 1989; a Second Amendment of Lease dated as of September 22, 1989 and recorded in Volume 227, Page 211 of the Avon Land Records and in Volume 1449, Page 90 of the West Hartford Land Records; a Third Amendment of Lease dated October 24, 1989, and recorded in Volume 228, Page 547 of the Avon Land Record; a Fourth Amendment of Lease dated November 24, 1989, and recorded in Volume 229, Page 696 of the Avon Land Records and Volume 1466, Page 152 of the West Hartford Land Records; a Fifth Amendment of Lease dated December 22, 1989, and recorded in Volume 231, Page 231 of the Avon Land Records and Volume 1477, Page 39 of the West Hartford Land Records; a Sixth Amendment of Lease dated March 22, 1990 and recorded in Volume 233, Page 58 of the Avon Land Records and Volume 1492, Page 110 of the West Hartford Land Records; a Seventh Amendment of Lease dated May 22, 1990 and recorded in Volume 235, Page 32 of the Avon Land Records and Volume 1507, Page 197 of the West Hartford Land Records; an Eighth Amendment of Lease dated July 22, 1990 and recorded in Volume 237, Page 21 of the Avon Land Records and Volume 1521, Page 22 of the West Hartford Land Records; a Ninth Amendment of Lease dated October 24, 1990 and recorded in Volume 246, Page 48 of the Avon Land Records and Volume 1540, Page 131 of the West Hartford Land Records; a Tenth Amendment of Lease dated November 24, 1990 and recorded in Volume 240, Page 923 of the Avon Land Records and Volume 1545, Page 206 of the West Hartford Land Records; an Eleventh Amendment of Lease dated December 22, 1990 and recorded in Volume 241, Page 941 of the Avon Land Records and Volume 1550, Page 3 of the West Hartford Land Records; and a Twelfth Amendment of Lease dated January 22, 1991, and recorded in Volume 242, Page 456 of the Avon Land Records and Volume 1553, Page 313 of the West Hartford Land Records; and a Thirteenth Amendment of Lease dated February 20, 1991 and recorded in Volume

243, Page 250 of the Avon Land Records and Volume 1557, Page 343 of the West Hartford Land Records; and

WHEREAS, Lessee remains in Chapter 11 Bankruptcy (the "Bankruptcy") in the United States Bankruptcy Court, District of Connecticut; and

WHEREAS, Lessor and Lessee are continuing to negotiate regarding an overall settlement of the Bankruptcy; and

WHEREAS, based on recent developments in the bankruptcy proceedings and discussions related thereto the Lessor and the Lessee have determined that an additional one (1) month extension of the term of the Lease is in the best interests of the parties hereto and may advance the resolution of the bankruptcy proceedings; and

WHEREAS, the parties hereto therefore wish to extend by an additional one (1) month the initial term of the Lease as set forth in the Amendment of Lease.

NOW THEREFORE, for valuable considerations the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

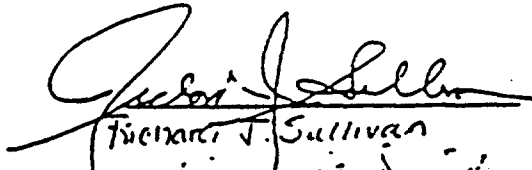
1. Article II of the Lease, as amended, is hereby further modified in its entirety to read as follows:

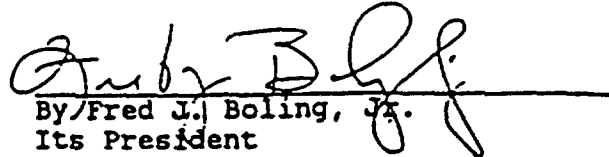
The initial term of this Lease shall be for four (4) years and nine (9) months and shall be deemed to have commenced on October 22, 1986 and expire on July 22, 1991. Thereafter, the term of this Lease shall be automatically renewable for one (1) year periods unless terminated by ninety (90) days' written notice by either party.

2. Except as modified herein, the Lease shall remain in full force and effect.

3. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LESSOR  
ASTROLINE CONNECTICUT, INC.

  
Richard J. Sullivan  
William C. Davidson

  
By/Fred J. Boling, Jr.  
Its President

LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

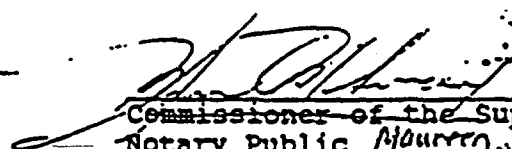
By Richard P. Ramirez  
Its General Partner

STATE OF Massachusetts )  
COUNTY OF Middlesex )

ss.

March 19, 1991

Personally appeared Fred J. Boling, Jr., President of Astroline Connecticut, Inc. as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such President, and the free act and deed of said corporation, before me.

  
Commissioner of the Superior Court  
Notary Public Maurice A. Sweeney  
My Commission Expires: April 1, 1995

STATE OF )  
COUNTY OF )

ss.

March , 1991

Personally appeared Richard P. Ramirez, General Partner of Astroline Communications Company as aforesaid, signer of the foregoing instrument, and acknowledged the same to be his free act and deed as such General Partner, and the free act and deed of said Limited Partnership, before me.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

BOOK 243 PAGE 944

LESSOR  
ASTROLINE CONNECTICUT, INC.

By Fred J. Boling, Jr.  
Its President

LESSEE  
ASTROLINE COMMUNICATIONS COMPANY  
LIMITED PARTNERSHIP

By Richard P. Ramirez  
Its General Partner

STATE OF  
COUNTY OF

ss. March , 1991

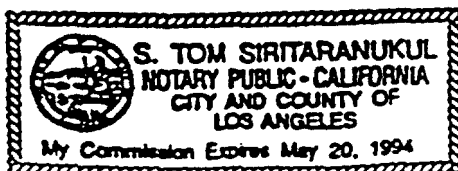
Personally appeared Fred J. Boling, Jr., President of  
Astroline Connecticut, Inc. as aforesaid, signer of the foregoing  
instrument, and acknowledged the same to be his free act and deed  
as such President, and the free act and deed of said corporation,  
before me.

Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF *California*  
COUNTY OF *Los Angeles*

ss. March/P, 1991

Personally appeared Richard P. Ramirez, General Partner of  
Astroline Communications Company as aforesaid, signer of the  
foregoing instrument, and acknowledged the same to be his free act  
and deed as such General Partner, and the free act and deed of  
said Limited Partnership, before me.



Commissioner of the Superior Court  
Notary Public *S. Tom Siritaranukul*  
My Commission Expires: *5/20/1994*

BOOK 243 PAGE 945

EXHIBIT A  
TO FOURTEENTH AMENDMENT OF LEASE

A certain piece or parcel of land together with all buildings and improvements situated thereon partially located in the Town of Avon, Connecticut and partially located in the Town of West Hartford, Connecticut, known and designated as Parcels "B", "C" and "D" on a certain map or survey entitled: "Map Showing Land Owned by, Astroline Company, a Massachusetts Limited Partnership, Deercliff Road, Avon/West Hartford, Connecticut, Scale 1" = 200', February 1987, Prepared By Neriani Surveying, Simsbury, Connecticut", which map or survey has been filed with both the Office of the Town Clerk of Avon, Connecticut and the Office of the Town Clerk of West Hartford, Connecticut to which reference may be had.

Received March 21 1991 At 3:41 P.M.

Recorded in TOWN OF AVON

Land Record - Vol. 243 Page 945  
Charles P. McMahon Town Clerk



**Attachment C**

Complaint  
filed June 9, 1993  
with the U.S. Bankruptcy Court  
for the District of Connecticut  
in Case No. 88-21124 (RLK)  
Astroline Communications Company Limited Partnership,  
Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF CONNECTICUT

In re:	:	CASE NO. 2-88-01124
ASTROLINE COMMUNICATIONS COMPANY	:	CHAPTER 7
LIMITED PARTNERSHIP,	:	
<hr/>		
MARTIN W. HOFFMAN, Trustee	:	
Plaintiff,	:	
- against -	:	
RICHARD P. RAMIREZ; WHCT	:	
MANAGEMENT, INC., THOMAS A. HART,	:	Adv. Proc. No. 71-40
JR.; ASTROLINE COMPANY;	:	
ASTROLINE COMPANY, INC.; HERBERT A.	:	
SOSTEK; FRED J. BOLING, JR.;	:	
RICHARD H. GIBBS; RANDALL L.	:	
GIBBS; CAROLYN H. GIBBS,	:	
RICHARD GOLDSTEIN, EDWARD A. SAXE	:	
AND ALAN TOBIN, AS CO-EXECUTORS OF	:	
THE ESTATE OF JOEL A. GIBBS;	:	
ROBERT ROSE and MARTHA GIBBS ROSE,	:	
Defendants.	:	JUNE 10, 1993

COMPLAINT

Plaintiff Martin W. Hoffman, as the Chapter 7 bankruptcy trustee of Astroline Communications Company Limited Partnership, by the undersigned counsel, for his complaint, represents and alleges as follows:

JURISDICTION

1. This adversary proceeding arises out of and relates to the Chapter 7 case of Astroline Communications Company Limited Partnership ("ACC" or "the Debtor"), Case No. 2-88-01124. This Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157, 1334 and 11 U.S.C. §§ 510, 544, 547, 548 and 723. This is a core proceeding under 28 U.S.C. § 157(b)(2) (E), (F), (H) and (K).

THE PARTIES

2. At all times relevant to this complaint, ACC owned and operated Channel 18, a television station which broadcasted in the greater Hartford, Connecticut area.

3. On October 31, 1988, an involuntary bankruptcy petition pursuant to Chapter 7 was filed against ACC in this Court by Lorimar Telepictures Corporation, Lorimar Distribution, Inc., MCA Television Limited, Orion Pictures Corporation and Paramount Pictures Corporation. On December 1, 1988, ACC

consented to an order for relief, thereby converting the Chapter 7 case to a Chapter 11 case.

4. On April 9, 1991, upon motion by the Creditors' Committee, this Court converted ACC's Chapter 11 case to a Chapter 7 case.

5. Plaintiff was appointed Trustee of the Estate of ACC and is duly qualified and is currently acting as Trustee.

6. Defendant Richard P. Ramirez ("Ramirez") is a New Jersey resident. Ramirez is a general partner of ACC. Since on or about November, 1988, Ramirez has also been the president, treasurer and the sole director and shareholder of defendant WHCT Management, Inc. ("WHCT").

7. Defendant WHCT is a Massachusetts corporation. WHCT is a general partner of ACC.

8. Defendant Thomas A. Hart, Jr. ("Hart") is a Washington, D.C. resident. Hart was a general partner of ACC from September, 1985 until April, 1987.

9. Defendant Astroline Company ("Astroline") purports to be a Massachusetts limited partnership. Astroline was at all times relevant to this complaint listed in the ACC limited partnership agreement as a limited partner of ACC. Astroline was also the sole shareholder of WHCT from the date of its incorporation until February 27, 1986.

10. Defendant Astroline Company, Inc. ("Astroline, Inc.") is a Massachusetts corporation. On November 2, 1988, two days after ACC's involuntary bankruptcy petition was filed, Astroline attempted to transfer its so-called limited partnership interest in ACC to Astroline, Inc.

11. Defendant Herbert A. Sostek ("Sostek") is a Massachusetts resident. From February, 1986 until November, 1988, Sostek was chairman of the board, chief executive officer, director and 20% shareholder of WHCT. At all times relevant to this complaint, Sostek was also a 1% general partner and 19% limited partner of Astroline. Sostek is also a director and 20% shareholder of Astroline, Inc.

12. Defendant Fred J. Boling, Jr. ("Boling") is a Massachusetts resident. From February 27, 1986 until November, 1988, Boling was president, treasurer, director and 20% shareholder of WHCT. At all times relevant to this complaint, Boling was also a 1% general partner and 19% limited partner of Astroline. Boling is also president, director and 20% shareholder of Astroline, Inc.

13. Defendant Richard H. Gibbs ("Gibbs") is a Massachusetts resident. From February 27, 1986 until November, 1988, Richard Gibbs was vice president, director and 20% shareholder of WHCT. At all times relevant to this complaint, Richard Gibbs was a 1% general partner and 19% limited partner of Astroline. Richard Gibbs is also treasurer, director and 20% shareholder of Astroline, Inc.

14. Defendant Randall L. Gibbs ("Randall Gibbs") is a Texas resident. From February 27, 1986 until November, 1988, Randall Gibbs was a 20% shareholder of WHCT. At all times relevant to this complaint, Randall Gibbs was also a 1% general partner and 19% limited partner of Astroline. Randall Gibbs is also a 20% shareholder of Astroline, Inc.

15. Defendants Carolyn H. Gibbs, Richard Goldstein, Edward A. Saxe and Alan Tobin are the co-executors of the Estate of Joel A. Gibbs ("Estate of Gibbs"). From February 27, 1986 until on or about November, 1988, the Estate of Gibbs was a 20% shareholder in WHCT. At all times relevant to this complaint, the Estate of Gibbs was also a 20% limited partner of Astroline. The Estate of Gibbs is also a 20% shareholder in Astroline, Inc.

16. Robert and Martha Gibbs Rose (the "Roses") are Massachusetts residents. Since on or about September, 1985, they have purported to be 6% limited partners of ACC.

COUNT ONE

17. Plaintiff repeats and realleges paragraphs one through 16, as if fully set forth herein.

18. In December, 1980, the Federal Communications Commission ("FCC") designated the application of Faith Center, Inc. ("Faith Center") for a hearing on the renewal of its television broadcast license. Faith Center was the licensee of

a Hartford, Connecticut television station known as WHCT-TV. Its qualifications to hold a broadcast license had come into question.

19. As a general rule, a licensee whose qualifications to hold a radio or television broadcast license come into question may not assign or transfer that license until the FCC has resolved its doubts in a hearing. In its Statement of Policy on Minority Ownership of Broadcasting Facilities adopted in May, 1978, the FCC created an exception to that practice, allowing a broadcaster whose license has been designated for a revocation hearing, or whose renewal application has been designated for hearing, to assign the license to an FCC-approved minority enterprise. In 1982, the FCC determined that a limited partnership could qualify as a minority enterprise if the general partner is a member of a recognized minority group, holds a 20% interest and will exercise "complete control" over a station's affairs. These distress sale provisions also limit the sales price of the license to 75% of the fair market value.

20. In early 1984, after two earlier unsuccessful efforts by Faith Center to execute a minority distress sale, defendants



Sostek and Boling (neither of whom could satisfy the minority requirement) commenced discussions with Faith Center to purchase the license. In May, 1984, Sostek and Boling enlisted Ramirez (whom they had not previously met) to serve as a General Partner to qualify under the minority distress sale provisions. On May 29, 1984, ACC, purportedly a Massachusetts limited partnership, was formed solely for the purpose of purchasing the broadcast license from Faith Center under the minority distress sale provisions. On the same day, ACC contracted to purchase the license from Faith Center for a price of \$3,100,000, far less than 75% of the \$6,500,000 estimated fair market value.

21. According to the ACC's limited partnership agreement, Ramirez and WHCT were the two general partners of ACC and Astroline was (at least initially) the single limited partner, holding 70% of the ownership interest. Because Ramirez held more than a 20% general partnership interest in ACC, it qualified as a minority enterprise. Ramirez, who had met defendants Boling and Sostek on May 27, 1984, (just two days before ACC was created) had limited experience in the broadcast industry and made just a \$200 capital contribution in exchange for his interest.